

**H.5 LIMITATION OF FAA'S OBLIGATION -- ALLOTMENT OF FUNDS**

(a) The FAA shall not be obligated to pay the contractor any amount in excess of the amount so set forth in each delivery/task order and the contractor shall not be obligated to continue performance by virtue of which the FAA's obligation hereunder would exceed the amount set forth in each task/delivery order unless and until the Contracting Officer shall have notified the contractor in writing that such amount had been increased and shall have specified in such notice a revised amount which shall thereupon constitute the ceiling for performance of the task/delivery order.

(b) The contractor shall notify the Contracting Officer in writing at the earliest practicable time, whenever it is expected that costs to be incurred within the succeeding thirty (30) days will exceed 85 percent of the amount stated in the delivery/task order. The contractor will also notify the Contracting Officer in writing at any other time if expected costs to be incurred for items chargeable to each delivery/task order will be substantially greater or less than the amount of the task/delivery order.

(c) The FAA reserves the right to increase or decrease the funds allotted herein for a task/delivery by way of a modification on a unilateral basis to the respective task/delivery order. In no event shall the Contracting Officer decrease funds below the amount incurred by the contractor at the time of the notice of decrease.

**H.6 DIRECT HOURLY LABOR RATE (JAN 1997) (CLIN 2)****CLA.0125**

The purpose of this clause is to require the contractor to pay the labor rates which were negotiated and set forth in this contract. It is agreed by the parties that such rates represent adequate compensation to attract the competence levels in each labor category necessary for successful contract performance.

(a) The contractor agrees to pay all employees a direct hourly labor rate for each labor category required by Section B, Schedule of Supplies /Services and Prices/Costs, whose weighted average is no less than 98 percent of the final negotiated direct labor rate (the direct labor portion of the negotiated composite/billing rate) for each labor category. ***Labor categories adjusted for work performed outside the Oklahoma City, OK area per section H.33 shall be considered a unique labor category and the provisions of this clause shall be applied to each individual location and labor category.***

(b) Weighted averages (i.e., labor dollars paid divided by the direct labor hours billed under each labor category) shall be computed by the contractor on a cumulative basis for each billing period and this information provided to the Contracting Officer in three month intervals, as a minimum. **(Reference CDRL A002)**

(c) The contractor shall include a clause substantially the same as this in any subcontract for labor awarded for work under this contract. Wage rates paid to all subcontractor employees performing in the required labor categories are covered by this clause.

(d) Failure to pay the specified weighted average labor rates for each labor category, on a cumulative annual basis, shall constitute a variance from the contract requirements. Any credit to the Government shall be shown on the final invoice for the initial contract term and each renewal option period term. Credits shall be computed for each labor category on which the cumulative weighted average labor rate is less than 98 percent of the final negotiated direct hourly labor rate. No adjustment shall be made if the weighted average direct hourly labor rate for the labor category exceeds 98 percent of the final negotiated rates.

reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

(a) *Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) before travel costs are incurred and charged as a direct contract cost. All travel related expenses claimed for reimbursement shall be separately identified by individual and by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items for reimbursement at actual cost. Unless directed otherwise, in writing, by the CO, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.*

(b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the FAA's Travel Policy (FAATP), as amended, issued by the Federal Aviation Administration and maintained on its website, <http://www.faa.gov/aba/html tp/index.html>. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy, standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FAATP transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.

(c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.

(d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs, with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract.

## H.8 PHASE-IN

(a) To ensure a smooth transition in the change of work effort from the current contractor, this contract contains a phase-in period (February 1, 2005 through February 28, 2005), the purpose of which is to:

- (1) Observe work accomplishment by the incumbent contractor;
- (2) Become thoroughly familiar with work requirements, work procedures, and status of all tasks;
- (3) Complete training requirements and accomplish necessary training of contractor employees; and
- (4) Obtain identification badges for contractor employees.

(b) The contractor will be allowed access to the facilities to familiarize the key personnel with the current operations. Such access, however, must not interfere with the activities of current contract personnel. To preclude such interference, arrangements will be made with the Contracting Officer or the designated representative.

Mike Monroney Aeronautical Center Contracts:  
Mgr., Investigations and Internal Security Branch, AMC-700  
Federal Aviation Administration  
6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169

(5) The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

- (1) the submittal of all necessary forms within 30 days, and
- (2) completion of a suitability investigation by the SSE, subject to the following conditions:

NONE

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit semi-annual reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the **fifteenth day** following each report period: **(Reference CDRL A003)** A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (social security number shall be omitted from CO and Operating Office copies of report(s)).

(1) In addition to the above mentioned semi-annual report requirements, the Contractor shall submit to the SSE on or before the **fifteenth day** of each month, any employment changes made during the reporting period. **(Reference CDRL A004)** Examples of such changes are terminations (to include name, SSN, termination date), new hires (to include name, SSN, hire date), and name changes. All lists should be in alphabetical order and have the name of the Contractor and the contract number.

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (d) of this Clause shall apply.

(b) To establish rates for other locations, an adjustment factor will be applied to the direct hourly negotiated rate and the hourly composite rate for the Oklahoma City, OK, area. This factor will be the difference between the Office of Personnel Management (OPM) locality factor for the Oklahoma City, OK, area and the locality area where the skill category and level are established. The locality adjustment factor for Alaska will be established by the difference between the OPM locality factor for the Oklahoma City, OK area and the OPM Cost of Living Allowances (COLA) rate for Alaska. This process will be applicable to Exempt (Non-Service Contract Act (SCA)) skill categories.

(c) The locality rates will be subject to annual locality pay adjustments to be effective at the date of each option year exercised. These adjustments will be applied to the direct negotiated hourly rate and the composite rate for the Oklahoma City, OK area according to section (b) above for the current year locality factor as published by OPM annually for the area in which the skill category and level are established.

(d) If the locality adjustment is insufficient to attract the expertise required to perform on this contract, an hourly composite rate will be negotiated for each skill category and level required. The contractor will be required to submit a proposed hourly composite rate with adequate supporting documentation including any necessary cost and pricing data to justify negotiating a rate for that locality.

## PART II - SECTION I - CONTRACT CLAUSES

### **3.2.2.3-39 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (June 1999)**

Exceptions from cost or pricing data.

(a) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments on the date of the agreement on price or date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable-

(1) Information relative to an exception granted for prior or repetitive acquisitions.

(2) Catalog price information as follows:

(i) Attach a copy of or identify the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which this proposal is being made.

(ii) Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, and reseller.

(iii) Additionally, for each catalog item that exceeds \$25,000, provide evidence of substantial sales to the general public. This may include sales order, contract, shipment, invoice, actual recorded sales or other records that are verifiable. In addition, if the basis of the price proposal is sales of essentially the same commercial item by affiliates, other manufacturers or vendors, those sales may be included. The offeror shall explain the basis of each offered price and its relationship to the established catalog price. When substantial general public sales have also been made at prices other than catalog or price list prices, the offeror

Telecommunications Specialist, Level VI, I-Tech	\$32.90
Telecommunications Specialist, Level V, H-Tech	\$30.43
Telecommunications Specialist, Level IV, H-Tech	\$30.43
Telecommunications Specialist, Level III, G-Tech	\$23.08
Telecommunications Specialist, Level II, G-Tech	\$23.85
Telecommunications Specialist, Level I, F-Tech	\$19.08

### 3.8.2-11 Continuity of Services (April 1996) (R)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 30 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a prorata portion of the fee (profit) under this contract.

### 3.8.2-17 Key Personnel and Facilities (July 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer. d)

( The key personnel and/or facilities under this contract are:

Robert Wood

Program Manager

Robert Maul

Alternate Program Manager

[List Program Manager and Alternate Program Manager]

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph d) but excluding any reference to the "Changes" clause of this contract, in all subcontracts under this contract that involve access to classified information.

**3.1-1 Clauses and Provisions Incorporated by Reference (September 2002)**

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "Contract Writing/Clauses").

**3.1.8-1 Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity (September 2000)**

**3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (September 2000)**

**3.2.2.3-30 Termination of Defined Benefit Pension Plans (April 1996)**

**3.2.2.3-32 Waiver of Facilities Capital Cost of Money (April 1996)**

**3.2.2.3-33 Order of Precedence (January 1999)**

**3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)**

**3.2.5-1 Officials Not to Benefit (April 1996)**

**3.2.5-3 Gratuities or Gifts (January 1999)**

**3.2.5-4 Contingent Fees (October 1996)**

**3.2.5-5 Anti-Kickback Procedures (October 1996)**

**3.2.5-6 Restrictions on Subcontractor Sales to the FAA (April 1996)**

**3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**

**3.3.1-1 Payments (April 1996) (CLINS 1 and 5)**

**3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts (April 2001)**

**3.3.1-6 Discounts for Prompt Payment (April 1996)**

**3.3.1-7 Limitation on Withholding of Payments (April 1996)**

**3.3.1-9 Interest (April 1996)**

**3.3.1-10 Availability of Funds (April 1996)**

**3.3.1-15 Assignment of Claims (April 1996)**

**3.3.1-17 Prompt Payment (January 2003)**

**3.3.2-1 FAA Cost Principles (October 1996)**

**3.4.1-12 Insurance (July 1996)**

**3.4.2-6 Taxes--Contracts Performed in U.S. Possessions or Puerto Rico (October 1996)**

**3.4.2-8 Federal, State, and Local Taxes--Fixed Price Contract (April 1996)**

**3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement (April 1996)**

**3.5-3 Patent Indemnity (April 1996)**

**3.5-13 Rights in Data--General (October 1996)**

**3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (September 2001)**

**3.6.1-6 Liquidated Damages--Subcontracting Plan (September 2001)**

**3.6.2-2 Convict Labor (April 1996)**

PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Performance Work Statement (PWS) Information Technology (IT) Support Services for the Mike Monroney Aeronautical Center	6/9/04	50
2	Negotiated Direct Hourly Labor	Undated	2
3	Dept of Defense Contract Security Classification Specification (DD Form 254)	Undated	2
4	U.S. Dept of Labor Wage Determinations No. 1994-2432 (Revision No. 17)		8
5	Screening Standards-Contractor	N/A	1
6	Adjudicative Standards: Issues	N/A	1
7	Contract Data Requirements List (CDRL) A001-A009	N/A	10
8	GFE List	3/9/04	2
9	Skill Category Designation (Exempt/Nonexempt)	N/A	2
10	Office of Personnel Management (OPM) Locality Rates and Cost of Living Allowance Rate (COLA) For 2005		1
11	Locality Adjustment Example for Work Performed Outside the Oklahoma City, OK Area		1
12	Clause 3.3.1-33 Central Contractor Registration (October 2005)		2
13	Clause 3.3.1-34 Payment by Electronic Funds Transfer - Central Contractor Registration (October 2005)		2
14	Clause 3.13.4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (August 1997)		1

**PERFORMANCE WORK STATEMENT**  
**INFORMATION TECHNOLOGY (IT) SUPPORT SERVICES FOR THE**  
**MIKE MONRONEY AERONAUTICAL CENTER, OKLAHOMA CITY, OKLAHOMA**

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b. Directed/Mandated by the Government: The class is directed/mandated by Government regulation, FAA Administrator (AOA-1), or an FAA Security Element.

Reimbursement of Government-paid training costs will be required if a contractor employee does not remain in the position for a year from the date of training. *The contractor shall provide to the MMAC PM and to the COTRs a Training Report in accordance with CDRL A006.*

**1.2.1.7 Conference and User Groups.** Contract employees may be required to attend conferences and user group meetings as deemed necessary by the COTR. The contractor shall be responsible for all membership fees and associated costs such as travel.

**1.2.1.8 Labor Distribution Reporting (LDR).** Contractor employees may be required to report time by project or by activity within a project. If a Government LDR system is available for contractor use, then contractor employees shall be required to use the system. If one is not available, contractor employees may use a contractor provided system subject to the Government's approval and at no additional cost to the Government. The data from a contractor provided system must be provided in an electronic format.

**1.2.1.9 Incentive Awards.** The Government encourages the contractor to maintain an incentive awards program to recognize outstanding contributions by their employees in performance of this contract.

**1.2.2 Quality Control Requirements.**

**1.2.2.1 Quality Control Program.** The contractor shall establish and maintain a complete Quality Control Plan (QCP) to ensure the requirements of this contract are provided as specified. The QCP shall describe the inspection system for the requested services listed in the PWS. It shall specify how, when, and who shall inspect each service. It shall describe methods used to record the quality control inspection and the disposition of these inspection records. In addition, the plan shall demonstrate the contractor's approach for filling vacancies in a timely manner, for providing qualified personnel and maintaining an ongoing training program to ensure contractor employees acquire the knowledge and skills necessary to support new technology, for managing changes in workload requirements, and for providing timely and accurate invoices. The CO will notify the contractor of acceptance or required modifications to the QCP. The contractor shall make appropriate modifications at no additional cost to the Government and obtain acceptance of the QCP by the CO and MMAC PM before the start of the first performance period. The plan shall be updated as changes occur and shall be submitted for review and acceptance by the Government.

**1.2.2.2 Quality Assurance.** The Government will evaluate the contractor's performance under this contract in accordance with established quality assurance policies and processes. The Government will record all activities. When an observation indicates defective performance, the Government representative will request the contractor's representative initial the observation indicating acknowledgement of the deficiency. Remedies for defective performance will be governed by Clause 3.10.4-5, Inspection—Time-and-Material and Labor-Hour. Failure to agree as to what constitutes defective performance under this clause shall be handled under the procedures of the Disputes clause included in this contract.

**1.2.3 Contract/Task Meetings.** The contractor PM and/or alternate shall be required to meet, at the discretion of the CO or MMAC PM during the term of the contract. The contractor may request a meeting with the COTR by contacting the CO whenever the contractor deems necessary.



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**1.2.4 Hours of Operations.** The contractor shall maintain a forty-hour workweek. A normal workweek is considered to be Monday through Friday, between the hours of 0600 to 1800. Specific tasks may require variations from the normal workweek. Pay periods must begin on Sunday and end on Saturday.

a. **Premium Time Directed by the Government.** Premium time will be necessary on occasion as authorized by the COTR, if previously negotiated on the task. The Government will direct premium time only when absolutely necessary to meet work requirements. This will include emergency callback times and for work performed at home to satisfy an emergency requirement. Response times will be specified in each task's Statement of Work (SOW). For premium time work performed at home, contractor employees will be required to maintain a log outlining with whom they spoke, the duration of the call, and the nature of the call. If additional work is performed as a result of the call, contractor employees shall include the nature and duration of the work performed. This log must be turned in to the contractor employee's task leader for review and verification and included with the invoice. The Government will reimburse actual time worked (time on the telephone or computer attempting to satisfy the requirement). Time waiting for return telephone calls at home is not included as reimbursable time. Premium time will be paid at the regular rate specified in Section B of the solicitation. For those employees covered by a Department of Labor (DOL) Wage Determination, premium time will be paid in accordance with the applicable DOL wage determination.

b. **Premium Time Requested by the Contractor.** In the event the contractor deems premium time necessary to meet work requirements, the contractor shall submit a written request to the COTR. The written request must identify in detail what product or service requires premium time, how many work-hours are required, and for what segment of the organization the work is being performed. The COTR shall approve all requests by the contractor for premium time in writing before any premium time is allowed provided premium time has been negotiated on the task. Premium time will be paid at the regular rate specified in Section B of the solicitation. For those employees covered by a Department of Labor (DOL) wage determination, premium time will be paid in accordance with the applicable DOL wage determination.

c. **Telecommuting.** The Government may permit telecommuting by contractor employees when determined to be in the best interest of the Government in meeting work requirements. The contractor must have an established program subject to review by the Government. All telecommuting agreements must be authorized and approved by the COTR and include the date, time, and description of the tasks to be performed. Telecommuting time will be paid at the regular rate specified in Section B of the solicitation.

d. **Monthly Premium Hour Report.** *The contractor shall provide to the COTR a Monthly Premium Hour Report in accordance with CDRL A007.*

**1.2.5 Observance of Legal Holidays and Administrative Leave.** Generally, the contractor shall not be required to work nor will payment be made by the Government on holidays and administrative leave. The following is a list of Federal holidays and administrative leave:

- a. New Year's Day, January 1
- b. Martin Luther King's birthday, the third Monday in January
- c. President's Day, the third Monday in February
- d. Memorial Day, the last Monday in May
- e. Independence Day, July 4

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**SECTION 5 – TECHNICAL REQUIREMENTS**

**5.1 SCOPE OF WORK**

**5.1.1 General.** The MMAC is an IT services provider to the Department of Transportation (DOT), the Federal Aviation Administration (FAA), and many other federal agencies. The types of services provided are identified below. Actual requirements and specific details of work assignments, skill levels, expertise, reporting requirements, schedules, and deliverables will be provided in the individual task orders. All work shall be performed in accordance with the FAA Integrated Capability Maturity Model (iCMM), International Standards Organization (ISO) 9000, Software Engineering Institute Capability Maturity Model Process Management or other existing policies, standards, and processes. All deliverables become the sole property of the Government.

As part of the task order, the contractor may be required to obtain commercially available hardware and/or software, which are integral and/or incidental to the support being provided. New labor categories or skill levels may be added to **CLIN 2** during the course of this contract to reflect changes in technology or the Government's needs, provided that the labor category or skill level falls within the general scope of work for this contract, which is for information technology and related support services.

**5.1.2 Program Requirements.** The contractor shall respond timely to task order requirements, and shall implement, manage and administer task orders developed in accordance with the task order procedures and contract administration requirements of this contract. The contractor shall ensure that all task order work is performed in accordance with the applicable task order, the task order SOW, and the delivery schedule, including ensuring that task order cost and labor hour estimates are not exceeded during work performance. Task order turn around time frames typically will be tight, allowing minimal time for response and preparation activities and subsequent work start-up. Because of the diversity of technology, technical expertise, performance/skill levels and turn around times associated with the Government's IT requirements, the contractor must have personnel resources readily available with varying levels of expertise and experience. *The contractor shall provide to the COTR on or before the fifteenth day of each month a Project Tracking Executive Summary in accordance with CDRL A009.*

**5.1.3 Services.** The following, while not all-inclusive, are areas and activities typical of the services provided under this contract. During this contract period, there may be other technology solutions and/or support needed to accommodate unforeseen emerging requirements.

**5.1.3.1 System Development and Integration.** Automated business solutions and development for mainframe, client-server, microcomputer, web enabled mainframe or Internet/intranet WEB applications and system communications/connectivity and support. Automated business services for aviation safety, aviation regulation and certification, asset supply chain management, airman certification and rating, information security, instrument approach procedures automation, facilities management, portal systems, safety management, civilian personnel management, electronic document management, performance management, directives management, automated correspondence, automated directory and simulation.

**5.1.3.2 System Management and Hosting.** Centralized IT hardware and software systems support, telecommunications support, lease management, systems access, security access administration, disaster recovery support, database management, and help desk services for various applications.

CONTRACT DATA REQUIREMENTS LIST (CDRL)				Page 1 of 1		
				TDP <input type="checkbox"/>	TM <input type="checkbox"/>	Other <input type="checkbox"/>
D. System/Item IT Support Services		E. Contract/PR No. DTFAAC-05-D-00016		F. Contractor TITAN CORPORATION		
A001		GFP Annual Report				
4. Authority		5. Contact Reference IAW G.4/CLA.4528		6. Requiring Office AMQ-240		
7. DD 250 Req'd No	8. APP Code	9. Distribution Statement Required		10. Frequency Annual	11. As of Date (AOD) Date of assuming full performance	
12. Date of First Submission See Block 14		13. Date of Subsequent Submission See Block 14		15. Distribution		
14. REMARKS:  Block 12 – After assuming full performance, report is due on <b>February 1, 2006</b> .  Block 13 – Subsequent reports are due on <b>February 1st</b> of each subsequent year.				a. Addressee	c. Final Copies	
				Hard Copy	Elec Copy	
				AMQ-240	1	
				1	1	
16. Total				1	1	
G. Prepared By: Cheryl Edmondson		H. Date: 5/5/04	I. Approved By: Jacqueline M. Seaman Mod 0002 Approved By: Sandra Storie 12/2/05		J. Date: 5/5/04	



# CONTRACT DATA REQUIREMENTS LIST (CDRL)

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		TDP <input type="checkbox"/>		TM <input type="checkbox"/>		Other <input type="checkbox"/>	
D. System/Item IT Support Services		E. Contract/PR No. DTFAAC-05-D-00016		F. Contractor TITAN CORPORATION			
A003		Contract Employee Listing					
4. Authority		5. Contact Reference IAW H.22/Cla.4554(g)		6. Requiring Office AMQ-240/AMI-100/AMC-700			
7. DD 250 Req'd No	8. APP Code	9. Distribution Statement Required		10. Frequency Semi-Annually	11. As of Date (AOD) Date of assuming full performance		
12. Date of First Submission See Block 14		13. Date of Subsequent Submission See Block 14		15. Distribution			
<b>14. REMARKS:</b>  Block 12 – <i>After assuming full performance, report is due on the 15<sup>th</sup> of the month following the first semi-annual contract period.</i>  Block 13 – <i>Subsequent reports are due on the 15<sup>th</sup> of the following months:</i>  <i>March 15<sup>th</sup></i> <i>September 15<sup>th</sup></i>				a. Addressee		c. Final Copies	
						Hard Copy	Elec Copy
				AMQ-240			1
				AMI-100			1
				AMC-700			1
				16. Total			3
G. Prepared By: Cheryl Edmondson		H. Date: 5/5/04		I. Approved By: Jacqueline M. Seaman Mod 0002 Approved By: Sandra Storie 12/2/05		J. Date: 5/5/04	

# CONTRACT DATA REQUIREMENTS LIST (CDRL)

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		TDP <input type="checkbox"/>		TM <input type="checkbox"/>		Other <input type="checkbox"/>	
D. System/Item IT Support Services		E. Contract/PR No. DTFAAC-05-D-00016		F. Contractor TITAN CORPORATION			
A004		Employee Changes					
4. Authority		5. Contact Reference IAW H.22/CLA.4554(g)(1)		6. Requiring Office AMC-700			
7. DD 250 Req'd No	8. APP Code	9. Distribution Statement Required		10. Frequency Monthly	11. As of Date (AOD) Date of assuming full performance		
12. Date of First Submission See Block 14		13. Date of Subsequent Submission See Block 14		15. Distribution			
14. REMARKS:  Block 12 – <i>After assuming full performance, report is due on the 15<sup>th</sup> day following the monthly reporting period.</i>  Block 13 – <i>Subsequent reports are due on the 15<sup>th</sup> day following the monthly reporting period.</i>				a. Addressee		c. Final Copies	
						Hard Copy	Elec Copy
				AMC-700			1
						1	
				16. Total		2	
G. Prepared By: Cheryl Edmondson		H. Date: 5/5/04		I. Approved By: Jacqueline M. Seaman Mod 0002 Approved By: Sandra Storie 12/2/05		J. Date: 5/5/04	

# CONTRACT DATA REQUIREMENTS LIST (CDRL)

Page 1 of 1

		TDP <input type="checkbox"/>		TM <input type="checkbox"/>		Other <input type="checkbox"/>	
D. System/Item <b>IT Support Services</b>		E. Contract/PR No. DTFAAC-05-D-00016		F. Contractor TITAN CORPORATION			
A006		Training Report					
4. Authority		5. Contact Reference PWS 1.2.1.6		6. Requiring Office AMI-100			
7. DD 250 Req'd No	8. APP Code	9. Distribution Statement Required		10. Frequency Monthly	11. As of Date (AOD) Date of assuming full performance		
12. Date of First Submission See Block 14		13. Date of Subsequent Submission See Block 14		15. Distribution			
<b>14. REMARKS:</b>  Block 12 – <i>After assuming full performance, report is due on the 15<sup>th</sup> of the month following the monthly reporting period.</i>  Block 13 – <i>Subsequent reports are due on the 15<sup>th</sup> day of each month following each monthly reporting period.</i>  Format to include the following:  Identification Section Report Title Contract Number Reporting Period  Training Information Section Organization Task Number Contract Employee Name Course Name Purpose of Training  Summary of Training by Organization Section Organization No. of Employees No. of Courses Total  Summary of Training Year to Date Section Month No. of Employees No. of Courses Total				a. Addressee	c. Final Copies Hard Copy    Elec Copy		
				AMI-100		1	
				Multiple COTRs			
				<b>16. Total</b>		1	
G. Prepared By: Phyllis Townsley		H. Date: 5/5/04		I. Approved By: Evelyn K. Bachman Mod 0002 Approved By: Sandra Storie 12/2/05		J. Date: 5/5/04	

# CONTRACT DATA REQUIREMENTS LIST (CDRL)

Page 1 of 1

		TDP <input type="checkbox"/>		TM <input type="checkbox"/>		Other <input type="checkbox"/>	
D. System/Item <b>IT Support Services</b>		E. Contract/PR No. DTFAAC-05-D-00016		F. Contractor TITAN CORPORATION			
A007		Premium Hour Report					
4. Authority		5. Contact Reference PWS 1.2.4(d)		6. Requiring Office Various			
7. DD 250 Req'd No	8. APP Code	9. Distribution Statement Required		10. Frequency Monthly	11. As of Date (AOD) Date of assuming full performance		
12. Date of First Submission See Block 14		13. Date of Subsequent Submission See Block 14		15. Distribution			
<b>14. REMARKS:</b>  Block 12 – <i>After assuming full performance, report is due on the 15<sup>th</sup> day following the monthly reporting period.</i>  Block 13 – <i>Subsequent reports are due on the 15<sup>th</sup> day of each month following each monthly reporting period.</i>  Format to include the following:  Identification Section Task Number Reporting Period COTR Name Task Leader Name  Premium Hour Section Contract Employee Name Skill Level Total Premium Hours Authorized Total Premium Hours Used (Year to Date) Total Premium Hours Remaining Premium Hours Requested this Month Reason and Project/System Summary of Premium Hours Used by Month				a. Addressee		c. Final Copies	
				Hard Copy		Elec Copy	
				Multiple COTRs		1	
				16. Total		Multiple	
G. Prepared By: Phyllis Townsley		H. Date: 5/5/04		I. Approved By: Evelyn K. Bachman Mod 0002 Approved By: Sandra Storie 12/2/05		J. Date: 5/5/04	



# CONTRACT DATA REQUIREMENTS LIST (CDRL)

Page 1 of 1

		TDP <input type="checkbox"/>		TM <input type="checkbox"/>		Other <input type="checkbox"/>	
D. System/Item IT Support Services		E. Contract/PR No. DTFAAC-05-D-00016		F. Contractor TITAN CORPORATION			
A008		Contract Funds Status Report			CFSR		
4. Authority		5. Contact Reference PWS 1.2.14			6. Requiring Office AMQ-240		
7. DD 250 Req'd No	8. APP Code	9. Distribution Statement Required		10. Frequency Monthly	11. As of Date (AOD) Date of assuming full performance		
12. Date of First Submission See Block 14	13. Date of Subsequent Submission See Block 14		15. Distribution				
<b>14. REMARKS:</b>  Block 12 – <i>After assuming full performance, report is due on the 15<sup>th</sup> of the month following the monthly reporting period.</i>  Block 13 – <i>Subsequent reports are due on the 15<sup>th</sup> of each month.</i>  Format to include the following for each task:  a. Contract obligated amount (broken out by modifications) b. Total amount invoiced (break out cost of each effort) c. Funds remaining d. Open commitments (to be invoiced) e. % spent of obligated amount f. Forecast expenditures g. Forecast overage/shortage  Contract format acceptable. Initial submittal requires Government approval to ensure format provides complete data.				a. Addressee		c. Final Copies	
						Hard Copy	Elec Copy
				AMQ-240		1	1
				16. Total		1	1
G. Prepared By: Cheryl Edmondson		H. Date: 5/5/04		I. Approved By: Jacqueline M. Seaman Mod 0002 Approved By: Sandra Storie 12/2/05			J. Date: 5/5/04

# CONTRACT DATA REQUIREMENTS LIST (CDRL)

Page 1 of 1

		TDP <input type="checkbox"/>		TM <input type="checkbox"/>		Other <input type="checkbox"/>	
D. System/Item IT Support Services		E. Contract/PR No. DTFAAC-05-D-00016		F. Contractor TITAN CORPORATION			
A009		Project Tracking Executive Summary					
4. Authority		5. Contact Reference PWS 5.1.2		6. Requiring Office Various			
7. DD 250 Req'd No	8. APP Code	9. Distribution Statement Required		10. Frequency Monthly	11. As of Date (AOD) Date of assuming full performance		
12. Date of First Submission See Block 14		13. Date of Subsequent Submission See Block 14		15. Distribution			
<b>14. REMARKS:</b>  Block 12 – <i>After assuming full performance, report is due on the 15<sup>th</sup> day following the monthly reporting period.</i>  Block 13 – <i>Subsequent reports are due on the 15<sup>th</sup> day of each month following each monthly reporting period.</i>  Format to include the following:  Project Information Section Project Name Project Leader Phone Review Period Starting Review Period Ending  Project Status Section Schedule Resource Utilization Budget Training Risks  Issues and Corrective Actions Section				a. Addressee		c. Final Copies	
				Multiple COTRs		Hard Copy	Elec Copy
						1	
				16. Total		Multiple	
G. Prepared By: Cheryl Edmondson		H. Date: 5/5/04		I. Approved By: Evelyn K. Bachman Mod 0002 Approved By: Sandra Storie 12/2/05		J. Date: 5/5/04	

SKILL CATEGORY DESIGNATION (EXEMPT/NONEXEMPT)  
SIR/RFO No. DTFAAC-04-R-00650

**NOTICE:** This document corresponds to AMS Clause 3.6.2-28, Service Contract Act of 1965, as Amended (April 1996), and to AMS Clause 3.6.2-30, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option contracts) (April 1996), and to the U.S. Department of Labor Wage Determination No. 94-2432, Revision No. 17. It must be completed by each offeror and returned as part of volume III, Cost/Price Information, L.3(f).

This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 351 et seq.). Every service employee performing work under a service contract in excess of \$2,500 must be paid not less than the minimum prevailing wage rate and fringe benefits unless a specific exemption applies. The contractor must identify exempt/nonexempt skill categories below. Every nonexempt skill category should indicate the corresponding Department of Labor Occupation Title and Code.

<u>Discipline (Skill)</u>	<u>Department of Labor Occupation Title and Code</u>	<u>Exempt/Nonexempt</u>
<b>Programmer and System Analyst</b>		
Programmer, Level III		Exempt
Programmer, Level II		Exempt
Programmer, Level I		Exempt
System Analyst/Programmer, Level V		Exempt
System Analyst/Programmer, Level IV		Exempt
System Analyst/Programmer, Level III		Exempt
System Analyst/Programmer, Level II		Exempt
System Analyst/Programmer, Level I		Exempt
<b>Web Support</b>		
Web Developer, Level III		Exempt
Web Developer, Level II		Exempt
Web Developer, Level I		Exempt
Web Technical Administrator		Exempt
<b>Data Base and System Administrator</b>		
Data Base Administrator, Level III		Exempt
Data Base Administrator, Level II		Exempt
Data Base Administrator, Level I		Exempt
System Administrator, Level IV		Exempt
System Administrator, Level III		Exempt
System Administrator, Level II		Exempt
System Administrator, Level I		Exempt
<b>Information Technology (IT) Specialists</b>		
IT Security Specialist, Level III		Exempt
IT Security Specialist, Level II		Exempt
IT Security Specialist, Level I		Exempt
IT Technical Specialist, Level III		Exempt
IT Technical Specialist, Level II		Exempt
IT Technical Specialist, Level I		Exempt
IT Training Specialist		Exempt
Project Manager		Exempt

<u>Discipline (Skill)</u>	<u>Department of Labor Occupation Title and Code</u>	<u>Exempt/Nonexempt</u>
<b>Help Desk and Office Automation</b>		
Help Desk Specialist, III		Exempt
Help Desk Specialist, II	03042 - Computer Operator II	Non-Exempt
Help Desk Specialist, I	03041 - Computer Operator I	Non-Exempt
Office Automation Specialist, Level IV		Exempt
Office Automation Specialist, Level III		Exempt
Office Automation Specialist, Level II		Exempt
Office Automation Specialist, Level I		Exempt
<b>Functional Analyst</b>		
Functional Analyst, Level IV		Exempt
Functional Analyst, Level III		Exempt
Functional Analyst, Level II		Exempt
Functional Analyst, Level I		Exempt
<b>Information Engineer</b>		
Information Engineer, Level IV		Exempt
Information Engineer, Level III		Exempt
Information Engineer, Level II		Exempt
Information Engineer, Level I		Exempt
<b>Computer Operator</b>		
Computer Operator, Level IV		Exempt
Computer Operator, Level III		Exempt
Computer Operator, Level II	03042 - Computer Operator II	Non-Exempt
Computer Operator, Level I	03041 - Computer Operator I	Non-Exempt
<b>Technical Support</b>		
Technical Typist	01612 - Word Processor II	Non-Exempt
Technical Writer, Level II		Exempt
Technical Writer, Level I		Exempt
Video Production Assistant		Exempt
<b>Telecommunications</b>		
Telecommunications Specialist, Level VI		Exempt
Telecommunications Specialist, Level V		Exempt
Telecommunications Specialist, Level IV		Exempt
Telecommunications Specialist, Level III		Exempt
Telecommunications Specialist, Level II	03042 - Computer Operator II	Non-Exempt
Telecommunications Specialist, Level I	03041 - Computer Operator I	Non-Exempt

LOCALITY PAY PERCENTAGES FOR 2005			
Locality Pay Area	Locality Pay Percentage	OKC Rate	Locality Adjustment Factor
Atlanta	13.87%	11.72%	2.15%
Boston	18.49%	11.72%	6.77%
Chicago	19.70%	11.72%	7.98%
Cincinnati	16.04%	11.72%	4.32%
Cleveland	14.24%	11.72%	2.52%
Columbus	13.98%	11.72%	2.26%
Dallas	15.07%	11.72%	3.35%
Dayton	12.86%	11.72%	1.14%
Denver	18.06%	11.72%	6.34%
Detroit	19.67%	11.72%	7.95%
Hartford	19.52%	11.72%	7.80%
Houston	24.77%	11.72%	13.05%
Huntsville	12.42%	11.72%	0.70%
Indianapolis	12.01%	11.72%	0.29%
Kansas City	12.36%	11.72%	0.64%
Los Angeles	21.65%	11.72%	9.93%
Miami	16.77%	11.72%	5.05%
Milwaukee	13.62%	11.72%	1.90%
Minneapolis	15.99%	11.72%	4.27%
New York	20.99%	11.72%	9.27%
Orlando	11.75%	11.72%	0.03%
Philadelphia	16.67%	11.72%	4.95%
Pittsburgh	12.86%	11.72%	1.14%
Portland	15.93%	11.72%	4.21%
Richmond	13.15%	11.72%	1.43%
Sacramento	16.51%	11.72%	4.79%
St. Louis	12.09%	11.72%	0.37%
San Diego	17.68%	11.72%	5.96%
San Francisco	26.39%	11.72%	14.67%
Seattle	16.53%	11.72%	4.81%
Washington	15.98%	11.72%	4.26%
Alaska	25.00%	11.72%	13.28%
Rest of U.S.	11.72%	11.72%	0.00%
Data source: 2005 Locality Pay Percentages			
<a href="http://employees.faa.gov/jobs_pay/pay/media/2005_localitypay.pdf">http://employees.faa.gov/jobs_pay/pay/media/2005_localitypay.pdf</a>			
<a href="http://www.opm.gov/oca/fsc">http://www.opm.gov/oca/fsc</a> and <a href="http://fehb.opm.gov/oca/cola/index.asp">http://fehb.opm.gov/oca/cola/index.asp</a>			
See the OPM website above for definitions of locality areas			

## LOCALITY ADJUSTMENT EXAMPLE FOR WORK PERFORMED OUTSIDE THE OKLAHOMA CITY, OK AREA

The Oklahoma City, OK locality rate will be the base rate and will be adjusted by the difference between the Office of Personnel Management (OPM) locality factor for the Oklahoma City, OK area and the locality area where the skill category and level are established. (See Attachment 10)

The locality adjustment factor for Alaska will be established by the difference between the OPM locality factor for the Oklahoma City, OK area and the OPM Cost of Living Allowances (COLA) rate for Alaska. (See Attachment 10)

This adjustment factor will be applicable to Exempt (Non-Service Contract Act (SCA) skill categories. The SCA skill categories shall be paid the higher rate of either the U.S. Department of Labor Wage Determination for that locality or the Oklahoma City, OK area Negotiated Direct Labor Rates adjusted by the Locality Adjustment Factor.





### LOCALITY ADJUSTMENT EXAMPLE NEGOTIATED HOURLY COMPOSITE RATE:

Washington, DC locality rate	15.98%
Oklahoma City, OK locality rate	11.72%
Locality Adjustment Factor (Difference)	4.26%

Contract Negotiated Rate for OKC Programmer, Level III	\$39.47
Apply Locality Adjustment Factor (\$39.47 x 4.26%)	<u>\$ 1.68</u>
Adjusted Bill Rate for Washington, DC Area	\$41.15

### LOCALITY ADJUSTMENT EXAMPLE NEGOTIATED DIRECT LABOR RATES:

Washington, DC locality rate	15.98%
Oklahoma City, OK locality rate	11.72%
Locality Adjustment Factor (Difference)	4.26%

Contract Negotiated Direct Labor Rate for OKC Programmer, Level III	
Apply Locality Adjustment Factor  x 4.26%)	
Adjusted Negotiated Direct Labor Rate For Washington, DC Area	

### 3.3.1-33 Central Contractor Registration (October 2005)

(a) Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active."

(b)(1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the

Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)



**3.3.1-34 Payment by Electronic Funds Transfer—Central Contractor Registration (October 2005)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor,

or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

**3.13-4 Contractor Identification Number—Data Universal Numbering System (DUNS) Number (August 1997)**

(a) "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror shall submit its DUNS number, annotated as "DUNS" following its name and address on the cover sheet of its proposal.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbis.customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@dbisma.com](mailto:globalinfo@dbisma.com).

(End of provision)